

RECORDATION NO. 20846-<sup>H, I</sup>

AUG 5 99

2-20PM

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OF COUNSEL  
URBAN A. LESTER

August 5, 1999

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 8, and Amendment No. 2 to Lease Agreement, both dated July 27, 1999, both secondary documents as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Lease Agreement filed with the Board under Recordation Number 20846.

The names and addresses of the parties to the enclosed documents are:

Lessor: Firststar Bank, N.A.  
425 Walnut Street  
Cincinnati, Ohio 45202

Lessee: Power Flats, Ltd.  
1000 W. Ormsby Avenue  
Louisville, Kentucky 40201

A description of the railroad equipment covered by the enclosed documents is:

Five (5) railcars set forth on Schedule 1 attached hereto

Mr. Vernon A. Williams  
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Also enclosed is a check in the amount of \$52.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,

  
for Robert W. Alver

RWA/bg  
Enclosures

20846-H  
2-20-99

AMENDMENT NUMBER 2 TO LEASE AGREEMENT

THIS AMENDMENT NUMBER 2 TO LEASE AGREEMENT (this "Amendment") is made and entered into as of July 27, 1999 among Firststar Bank, N.A., a national banking association formerly known as Star Bank, National Association ("Lessor"), Power Flats, Ltd., a Kentucky limited partnership ("Lessee"), and OPM Services, Inc., a Kentucky corporation ("Guarantor").

RECITALS:

I. Lessor, Lessee, and Guarantor are parties to that certain Lease Agreement dated as of September 2, 1997 as heretofore supplemented and/or amended from time to time, including, but not limited to, as amended by that Amendment Number 1 to Lease Agreement dated as of December 21, 1998 among Lessor, Lessee, and Guarantor (the "Lease").

II. Lessor, Lessee, and Guarantor now mutually desire to amend the Lease in part, as further specified in this Amendment.

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor, Lessee, and Guarantor agree as follows:

A. Capitalized terms used, but not otherwise defined, in this Amendment shall have the meanings provided in the Lease unless the context clearly requires otherwise.

B. The Lease is hereby amended to add a new Section 24 which reads in its entirety as follows:

**SECTION 24. LIFE INSURANCE.** All debts, liabilities, obligations, covenants and duties owing to Lessor from either or both of Lessee and/or Guarantor of any kind, present or future and whether or not evidenced by or arising out of this Lease or any guaranty and whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter arising, shall be secured by one or more collateral assignments of insurance on the life of Kent Oyler in the amount of at least One Million Dollars (\$1,000,000), the proceeds of which shall be payable to Lessor upon the death of Kent Oyler whether or not an Event of Default hereunder shall then exist, pursuant to one or more Assignments of Life Insurance Policies as Collateral in form and substance satisfactory to Lessor, and delivery to Lessor of the policy or policies which are subject to any such Assignment of Life Insurance Policy as Collateral. Lessee and Guarantor covenant and agree in a timely manner to pay all premiums as they come due so as to maintain such life insurance policy or policies in full force and effect.

In connection with the foregoing, Lessee and Guarantor shall execute and deliver (or, as applicable, cause to be executed and delivered) to Lessor by (a) July 30, 1999 not less than Five Hundred Thousand Dollars (\$500,000) of insurance on the life of Kent Oyler (and the policies and assignments called for above) and (b) October 31, 1999 an additional Five Hundred Thousand Dollars (\$500,000) of insurance on the life of Kent Oyler (and the policies and assignments called for above).

C. As amended by this Amendment, the Lease shall remain in full force and effect, and all references in the Lease or in any of the other Operative Documents to the Lease shall mean the Lease as amended by this Amendment.

IN WITNESS WHEREOF, each of the Lessor, the Lessee, and the Guarantor has caused this Amendment to be duly executed and delivered on its behalf by its respective representative thereunto duly authorized as of the date first set forth above.

FIRSTAR BANK, N.A. (formerly known  
as Star Bank, National Association)  
as Lessor

By: Heath F. Asher  
Title: Vice President

POWER FLATS, LTD., as Lessee

By: OPM Flats, Inc., its  
General Partner

By: [Signature]  
Title: President

OPM SERVICES, INC., as Guarantor

By: [Signature]  
Title: President

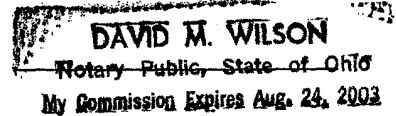
STATE OF OHIO                    )  
                                      ) SS:  
COUNTY OF HAMILTON        )

On this 26 day of July, 1999, before me personally appeared Mathew F. Iacobucci, to me personally known, who being by me duly sworn, says that he is Vice President of Firststar Bank, N.A., a national banking association, that said instrument was signed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

David M. Wilson  
Notary Public

[Notary Seal]

My commission expires:



STATE OF KENTUCKY            )  
                                      ) SS:  
COUNTY OF JEFFERSON        )

On this 30 day of July, 1999, before me personally appeared Kent Oyler, to me personally known, who being by me duly sworn, says that he is the President of OPM Flats, Inc., a Kentucky corporation, the general partner of Power Flats, Ltd., a Kentucky limited partnership, that said instrument was signed on behalf of said partnership by authority of said corporation's Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said partnership.

Louie Oyler  
Notary Public

[Notary Seal]

My commission expires:

9/21/01

STATE OF KENTUCKY     )  
                              ) SS:  
COUNTY OF JEFFERSON )

On this 30 day of July, 1999, before me personally appeared Kent Oyler, to me personally known, who being by me duly sworn, says that he is the President of OPM Services, Inc., a Kentucky corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

[Notary Seal]

My commission expires: 9/2001

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## SCHEDULE 1

### SCHEDULE OF RAILCARS TO BE DELIVERED

<u>RailCars</u>	<u>Lessor's Cost Per Unit</u>	<u>Identification No. of Railcars</u>
25' 200 Ton D.F. Rail Car	\$149,700	LNAL 45833 (Old # ATSF 90015)
25' 122 Ton DF Flat Car	\$156,800	LNAL 25972
25' 122 Ton DF Flat Car	\$156,800	LNAL 25971
25' 200 Ton F.D. Rail Car	\$149,700	LNAL 45831 (Old #CN 674001)
Portable fixture FD to FM Conversion	\$39,900	
25' 200 Ton F.D. Rail Car	\$149,700	LNAL 45832 (Old #CN 674002)
Portable fixture FD to FM Conversion	\$39,900	

Aggregate Lessor's Cost . . . \$842,500.00

Aggregate Lessor's Cost x 1.56906% = monthly Basic Rent of \$13,219.00

Schedule 2

<u>Date</u>	<u>Stipulated Loss Value (%)</u>
08/05/99	102.23
09/05/99	101.46
10/05/99	100.67
11/05/99	99.87
12/05/99	99.05
01/05/00	98.23
02/05/00	97.40
03/05/00	96.55
04/05/00	95.69
05/05/00	94.83
06/05/00	93.95
07/05/00	93.06
08/05/00	92.16
09/05/00	91.25
10/05/00	90.33
11/05/00	89.40
12/05/00	88.46
01/05/01	87.50
02/05/01	86.54
03/05/01	85.57
04/05/01	84.59
05/05/01	83.60
06/05/01	82.60
07/05/01	81.59
08/05/01	80.57
09/05/01	79.54
10/05/01	78.50
11/05/01	77.45
12/05/01	76.40
01/05/02	75.33



02/05/02	74.25
03/05/02	73.16
04/05/02	72.07
05/05/02	70.97
06/05/02	69.85
07/05/02	68.73
08/05/02	67.60
09/05/02	66.46
10/05/02	65.31
11/05/02	64.16
12/05/02	62.99
01/05/03	61.81
02/05/03	60.62
03/05/03	59.43
04/05/03	58.23
05/05/03	57.021
06/05/03	55.80
07/05/03	54.57
08/05/03	53.33
09/05/03	52.09
10/05/03	50.83
11/05/03	49.57
12/05/03	48.30
01/05/04	47.01
02/05/04	45.75
03/05/04	44.43
04/05/04	43.14
05/05/04	41.84
06/05/04	40.54
07/05/04	39.23